

**AGREEMENT BETWEEN
Teamster Local 773
AND THE
Easton Area School District**
DURATION: July 1, 2019 THROUGH June 30, 2023

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ARTICLE I - Recognition

This agreement is made and entered into this May 28, 2019 by and between the Easton Area School District, 1801 Bushkill Drive, Easton, Pennsylvania 18040, hereinafter called the employer, and the Teamsters Local 773, hereinafter called the bargaining agent/union, which union is and has been recognized as the bargaining agent for Class "A" bus drivers and Class "B" bus drivers. Not included within this bargaining unit are Class "C" substitute bus drivers. Class "C" substitute bus drivers shall have no rights under this Agreement.

Both parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment as of this date and this agreement may be altered, changed, added to, deleted from, or modified only through the mutual consent, in writing, of the parties hereto. The parties hereto are recognized as the Easton Area School District, the employer, and the business agent of Teamster Local 773.

Both parties also concur that this agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

Both parties agree to form a Labor Management Committee ("LMC") to meet and discuss issues that affect the bargaining unit. It is the intention of both parties to identify issues and resolve them before those issues become more complex problems and to foster improved relations, mutual dignity, and respect.

ARTICLE II - Term of Agreement

The term of this agreement shall begin on July 1 2019, and shall continue in full force and effect until June 30, 2023, or until such later date or dates as the two (2) parties may hereinafter agree is to be the extended ending date or dates. Any such extended date or dates shall be evidenced by an amendment to this agreement to which amendment both parties shall signify approval by affixing their signatures thereto.

ARTICLE III - Introduction

This agreement contains provisions relating to terms and conditions of employment. It assures the opportunity for discussion and the exchange of information on matters, which affect employment. The agreement recognizes the fact that the support staff has an interest in the educational objectives of the District.

ARTICLE IV - Nondiscrimination

The school district rejects acts of discrimination of any type whatsoever. The provision of this agreement, and employment from this date on, will be carried out and applied without regard to race, sex, religion, national origin, age or color.

ARTICLE V - No Strike - No Lockout Provision

As a condition of the various provisions of this agreement to which the parties have agreed, the School District pledges that it will not conduct, or cause to be conducted, a lockout during the term of this agreement and the union pledges that members of the bargaining unit will not engage in a strike (as the term is defined in Section 301(9) of Act 195 and Act 88 of 1992), during the term of this agreement.

ARTICLE VI - Responsibilities

Each of the parties involved in this agreement acknowledge the rights and responsibilities of the other party and agree to perform their respective responsibilities as written in this agreement.

ARTICLE VII - Subcontracting of Transportation Services

Beginning July 1, 2022, the District may subcontract all or any part of the operations covered by this agreement, subject to prior compliance with the following conditions and notification to the Union of District intent no later than December 15, 2022. The District Administration, with the approval of the Board of School Directors, may gather information and seek subcontracting proposals, copies of which shall be provided to the Union. This provision is further subject to the "meet and discuss" requirements of Act 195, as amended, or the District will negotiate the impact of such contracting on the status of bargaining unit members as required by law. No partial subcontracting can result in the loss of income or employment of any employee covered by this Agreement.

ARTICLE VIII - Personnel File

Except for information pertaining to initial employment, the employee shall have the right, upon reasonable, advanced notice, to review the contents of his/her personnel file, subject to availability of administrative personnel in attendance, and to copy material contained therein. Employees shall be entitled to representation of a bargaining unit officer or bargaining unit designee during examination of their file.

No material derogatory to any employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee is given a copy of said material and an opportunity to attach a written rebuttal which should be included in the employee's file.

Safety violations shall be purged at the same time they are purged by the State (after five years). Reasonable time, subject to administrative personnel availability, shall be afforded any employee who wishes to examine his/her personnel files.

Employee disciplinary records older than one year shall not be used for purposes of progressive discipline unless stated in another section of this agreement.

ARTICLE IX - Statutory Exceptions

All aspects of this collective bargaining agreement are subject to and subordinate to all statutes and regulations adopted by state agencies. The School Board may adopt policies pursuant to those

statutes provided that the Board meets its bargaining obligations under Act 195 and that the policies adopted are not inconsistent with this collective bargaining agreement.

ARTICLE X - Copies of Agreement

The District will supply the Union with two (2) original signature copies of the contract. The Union will be responsible for copying and distributing copies to its members.

ARTICLE XI - Bidding on District Vacancies

Transportation employees covered by this bargaining agreement shall be given an opportunity to apply for any District vacancy for which they are qualified. An employee may not hold more than one position, except where both legal counsel for the District and legal counsel for the Teamsters agree, in writing, that the hours worked must not be combined for the purpose of determining overtime liability under Fair Labor Standards Act Section 7(p)(2). Further, employees may not hold another position that conflicts with their responsibilities in a substitute capacity or with their job as a driver.

Employees transferring from another bargaining unit do so without seniority.

ARTICLE XII - Job Classifications

There shall be three (3) driver classifications as follows:

Class “A” Drivers - Those drivers who are awarded and assigned to drive morning and afternoon regular bid-on-runs. Class “A” drivers shall receive all benefits under this Agreement.

Class “B” Drivers - Regular substitute driver who is guaranteed a regular AM and PM work assignment. Class “B” drivers shall receive all benefits under this agreement.

Class “C” Drivers - Those drivers who are substituting and have no guarantee of regularly assigned work. Class “C” drivers must call-in on a day-to-day basis to advise of their availability for work and to learn whether any runs are available for them. Class “C” drivers have no rights and receive no benefits under this Agreement. Class “C” drivers are further defined as those drivers who replace Class “A” and Class “B” drivers who are unavailable for their scheduled runs. Class “C” drivers shall not be assigned any non bid-on-runs, extra or other runs, except where a Class “A” or Class “B” driver cannot be obtained with reasonable effort, respecting seniority. Documentation must be made of reasonable efforts to give extra or other runs to Class “A” or Class “B” drivers before assigning a Class “C” driver.

ARTICLE XIII - Bus Runs/Definitions

There shall be three (3) different categories for all runs. These categories are as follows:

Regular Bid-on Runs

A morning (AM) and afternoon (PM) run consisting of one or more scheduled route(s) but not to exceed two hours. The transporting of students on this run(s) is done by school bus, van, or other passenger vehicle(s) to and from school in the AM and PM hours. A morning (AM) and afternoon

(PM) run consisting of one or more scheduled route(s) that exceed two (2) hours will be paid over-run. Changes to the assigned runs during the school year will be kept to a minimum and shall be based on the logistical needs of the district. The district shall contact the union as to the reason for the necessitated changes. Anytime an employee's run is changed and the employee loses the ability to qualify to continue the Health Insurance coverage, through no fault of the employee, the coverage would continue for the duration of the school year. The employee shall be required to bid on any runs that become available which would again qualify the employee for benefits.

Extra Bid-on Runs

The transportation of school students in a school bus, van or other passenger vehicle(s) to and from school other than the AM and PM regular bid-on runs.

Noon C.I.T. - A run consisting of the transportation of secondary school students to the Career Institute of Technology from their respective "Home Schools" and from C.I.T. to their respective "Home Schools" in the late morning time frame. This shall cover both public and non-public secondary education schools within the district limits. Noon C.I.T. routes are based on one and one-half (1 ½) hours driving time (90 minutes). This run will consist of both AM and PM C.I.T. runs.

Late and Activity Run - A run consisting of transportation of district students who remain after normal dismissal time. Such runs are based on one and one-half (1 ½) hours or 90 minutes. There shall be no combinations of late runs (secondary schools) and activity runs (elementary schools) into one run. Activity runs shall be awarded on a seniority basis.

Other Runs

Field Trips - Trip shall be to and from specified place combined other than a driver's regular bid-on-run. Field trips shall have a guaranteed minimum of two (2) hours driving time. Field trips do not include: overnight trips, trips in which the mileage is greater than ninety (90) miles in one direction for athletic (sporting) events and seventy five (75) miles in one direction for all other field trips. School organizations such as clubs, boosters or the PTA, shall not be required to use a school bus for a trip. The District shall not be required to utilize EASD Transportation for any trips to New York State.

Shuttles - A trip to and/or from a site or sites not to exceed one (1) hour and without a return. In case of delays on shuttles, compensation will be adjusted accordingly. If the trip is longer than one (1) hour in length, it shall be deemed a field trip. If the driver is called out after 5:00 p.m. or on a weekend, the trip shall be deemed a field trip.

Shuttle trips will be equitably assigned, to the extent practical, by the transportation department, when other drivers are available within a ten-minute driving time to the point of pick-up.

When economically and logically feasible, respecting seniority, it is allowable for a return trip to be done by the same driver, or a different driver, with the same group for the following exceptions only: Wilson Area School District, musical exchange program, elementary track and field, and Special Olympics held within the district.

Management has the right to determine if a run is a one-way or a return trip. Such decision is to be in compliance with the terms of the collective bargaining agreement. Such determination shall be made prior to drivers bidding on or being assigned such runs.

Over-run - Drivers whose regular and/or other runs exceed the allotted driving times above shall be compensated for the excess driving time prorated at the AM/PM run rates listed. There shall be no pyramiding. Over-run time is not paid when a driver performs an additional assignment or an Extra Bid-on Run.

Additional Assignments - All additional assignments shall be given to the most senior Class "A" or Class "B" driver, in that order, available where economically and logically feasible and not be in conflict with the driver's other regularly assigned runs. Where administratively, economically and logically feasible, each driver shall be limited to one (1) additional run assignment per AM and PM run.

If no "A" driver bids on a run, then the run shall be made available for "B" drivers to bid on. Once the run is closed to "A" drivers, they cannot bid for this run.

Available private school runs that begin before or continue after the Easton Area School District school year shall be offered by seniority to Class "A" and "B" drivers, in that order. For the purpose of this section, "available" shall be defined as a run that is currently not held by any regular "A" driver or a run that is temporarily vacant due to the absence of the driver that holds the run. In order to be eligible, drivers shall be required to fill in the sign-up sheets that will be posted prior to the end of the preceding school year.

Drivers may accept or reject additional run assignments. In cases of emergency, available drivers may not reject additional run assignments. Emergency shall be defined as sudden, unexpected occurrence, demanding immediate action as determined by the administration or their designee.

ARTICLE XIV - Driver Rules and Regulations

Should major changes, alterations, additions, deletions or modifications become necessary to the existing Driver Rules and Regulations, the District agrees to meet and discuss, upon request, with Teamster Local 773 over the proposed change.

ARTICLE XV -Wages and Salary

The parties agree that wages and salaries to be effected by this agreement are accurately reflected below and made a part of this Agreement, and that the schedule of wages and salaries set forth below shall be the schedule, which shall remain in force for the period of this agreement. Beginning with the first pay period after the effective date of this Agreement, all bargaining unit members shall receive annual salary or wages in twenty-one (21) pay periods and will be required to participate in the direct deposit program for all wages and salary earned.

Drivers will be compensated, in accordance with state and federal law, for all time worked including but not limited to pre-trip inspections and refueling. Overstating time spent is expressly prohibited and may result in termination.

Driver Run Rates - Regular Bus/Van Runs

	2019-20	2020-21	2021-22	2022-23
Daily A.M.	\$ 22.24 a \$ (44.48)	\$ 22.86 a (\$45.72)	\$ 23.50 a (\$47.00)	\$ 24.16 a (\$48.32)
Daily P.M.	\$ 22.24 a \$ (44.48)	\$ 22.86 a (\$45.72)	\$ 23.50 a (\$47.00)	\$ 24.16 a (\$48.32)
Noon C.I.T.	\$ 13.35 b \$ (20.03)	\$ 13.72 b (\$20.58)	\$ 14.10 b (\$21.16)	\$ 14.50 b (\$21.75)
Kdg. Bus	\$ 13.35 b \$ (20.03)	\$ 13.72 b (\$20.58)	\$ 14.10 b (\$21.16)	\$ 14.50 b (\$21.75)
Kdg. Van	\$ 11.12 b \$ (16.68)	\$ 11.43 b (\$17.14)	\$ 11.75 b (\$17.62)	\$ 12.08 b (\$18.12)
Late Run/Activity Run	\$ 13.35 b \$ (20.03)	\$ 13.72 b (\$20.58)	\$ 14.10 b (\$21.16)	\$ 14.50 b (\$21.75)
Van Run	\$ 13.35 a \$ (26.70)	\$ 13.72 a (\$27.44)	\$ 14.10 a (\$28.22)	\$ 14.50 a (\$29.00)
C.I.T. Van	\$ 11.12 b \$ (16.68)	\$ 11.43 b (\$17.14)	\$ 11.75 b (\$17.62)	\$ 12.08 b (\$18.12)
Alt Ed/Midday	\$ 13.35 b \$ (20.03)	\$ 13.72 b (\$20.58)	\$ 14.10 b (\$21.16)	\$ 14.50 b (\$21.75)

(a) = Two Hours guarantee pay

(b) = One and one half (1.5) hours guarantee pay

Driver Run Rates - Other Runs

	2019-20	2020-21	2021-22	2022-23
Field Trips	\$ 22.24	\$ 22.86	\$ 23.50	\$ 24.16
Field Trips/Att. Veh	\$ 11.57	\$ 11.89	\$ 12.23	\$ 12.57
Shuttles	\$ 16.68 c	\$ 17.15 c	\$ 17.63 c	\$ 18.12 c
Early Dismissal	\$ 19.89 a	\$ 20.45 a	\$ 21.02 a	\$ 21.61 a
Inconvenience	\$ 16.68	\$ 17.15	\$ 17.63	\$ 18.12
Additional Assigns	\$ 16.68 b	\$ 17.15 b	\$ 17.63 b	\$ 18.12 b
In-Service Meetings	\$ 16.68	\$ 17.15	\$ 17.63	\$ 18.12
Overrun	\$ 22.24	\$ 22.86	\$ 23.50	\$ 24.16

(a) = Plus applicable run rate

(b) = Forty-five (45) minutes guaranteed pay

(c) = One (1) hour guarantee pay

ARTICLE XVI - Hours and Conditions of Employment

The parties agree that hours of work and other conditions of employment to be effected by this agreement are accurately reflected below.

Recertification

A recertification course is required every four years by the State of Pennsylvania and therefore shall be paid by the District.

Probationary Period

All newly hired drivers shall serve a probationary period of thirty (30) driving days beginning when the employee passes the CDL road test. During this time, newly hired drivers will be classified as Class "C" drivers. Seniority shall not accrue, fringe benefits shall not be applicable and the employee may be dismissed by the employer; said dismissal not subject to the grievance procedure.

Only those days worked in which probationary employees have completed fifty-percent (50%) or more of a normal A.M/P.M. daily run shall be credited toward the completion of said probationary period.

At no time shall a probationary employee be offered any field trips or any other run that a Class "A" or Class "B" driver could do unless reasonable effort has been made over the radio network to offer said run to all available regular drivers.

Upon satisfactory completion of the probationary period, drivers shall submit a written request to the Assistant to the Supervisor indicating their availability as a Class "A" or Class "B" driver. Drivers who do not file in writing their intent shall be considered as Class "C" driver until such time that they indicate their availability as Class "A" or Class "B" drivers.

The date on which drivers indicate their intent to become a Class "A" or Class "B" driver shall serve as the priority position from which drivers shall move out of their Class "C" positions into Class "A" or Class "B" driving positions. Should several drivers indicate their willingness to become Class "A" or Class "B" drivers on the same date, then priority position shall be established by lot (names in hat).

Any post-probationary employee who has submitted his/her letter of intent, indicating availability for an open run who refuses the next available open run shall have his/her letter of intent withdrawn. Said driver will have his/her name go to the bottom of the B sub list of drivers waiting to be assigned to a regular run. A new letter of intent must then be submitted and establish a new seniority date.

Seniority, service time, and sick days shall accrue as of the date that the employee becomes a Class "B" driver.

Calling On and Off Duty

Drivers are responsible for calling the office of transportation one (1) hour prior to their departure time in the A.M. and by 1:00 P.M. for their P.M. assignments; except for those routes that start before 2:00 P.M. Those drivers must call in one (1) hour prior to their start time for all assigned runs. Drivers who fail to give the required abovementioned notice will be sent home without pay and will be subject to the disciplinary procedures outlined in the Call Off or No Call/No Show section.

For the purpose of calling on and/or off duty, drivers shall be provided with the cell phone numbers of the appropriate cabinet member supervising Transportation. Drivers must speak to the person and may not just leave a message.

Drivers are to notify the Department as to the reason for calling off, whether for illness or otherwise.

Drivers who fail to give timely notice of their reporting back on duty and who do report to work shall be sent home without pay.

Call-In Time

Drivers are to receive timely notification of a school's closing and/or delay prior to their normally scheduled department time.

Drivers scheduled for an A.M. and/or P.M. run who do not receive notification of school cancellations or delays due to inclement weather one-half hour prior to their normally scheduled departure time by local TV, radio stations and/or by telephone and who do report to the bus garage shall receive compensation at the inconvenience rate. Drivers will be paid the full rate if the driver leaves the terminal with the school bus.

Drivers who are called to report to their P.M. run prior to the regular school dismissal time due to weather or emergency conditions or are told to report early for a school closing shall receive compensation at the early dismissal rate plus the payable rate for that run.

Posting of Vacancies and Bidding

Any time a regular driver who has been assigned to a regular run decides to give up that run on a permanent basis, either by resignation, bidding on another run, or by termination, that run or runs must then be made available for bid by the remaining employees.

When an available run is posted for bidding, drivers shall obtain a written form (available from the Transportation Office) and return the form to the sealed bidding box located in the Transportation Office.

All bid forms will remain locked in a box until bids come down from posting.

At the time bids come down, all bid forms shall be opened with two (2) representatives of the union present and with the Assistant to the Supervisor.

All vacant runs shall be posted not more than three (3) school days after they become available, whether that be in September when school starts or after the start of the school year.

Posted runs are to remain posted for a period of not less than three (3) school days. (Posting starts at 9:00 a.m. and ends at 4:30 p.m.)

Upon completion of posting time, bids shall be opened and, within one (1) school day, the driver with the most seniority will be notified and awarded his/her posted bid-on run. This driver will serve a three (3) day trial period on this new run to decide if he/she would like to keep this posted bid-on run or request returning to previous assigned bid-on run.

A driver may request, in writing, reassignment to the previous bid-on run during the three (3) day trial period, up to and including the conclusion of the third day.

When bidding, a driver may bid on more than one (1) run at a time to a maximum of three bids to be marked 1st, 2nd and 3rd choice. Driver has the right to the highest award of choice. If a driver rejects an awarded bid, the driver is unable to bid for forty (40) working days. This restriction only applies to a.m. and p.m. runs. Once the bid is awarded, the driver must accept or reject the bid within three (3) district working days. If the bid is rejected within the three (3) day trial period, the driver will return to the previous route the following working day after notifying the Transportation Office in writing.

Once the trial period is lifted and a driver is awarded a particular run, that driver's previous run shall then be posted not more than three (3) working days after being vacated.

If a driver is unable to complete the three (3) day trial period due to emergency, illness, or other, that driver's trial period shall be put on hold for a maximum of three (3) days, unless both parties agree to waive the trial period. If a driver is unable to return in said time, the bid will be awarded to the next most senior driver who has bid upon the same run until the list has been exhausted.

If two (2) or more drivers with the same seniority date bid on a run, a lottery drawing (names in hat) must be held to determine who is assigned to the run.

No full-time driver shall be permitted or assigned more than one (1) extra bid-on run in addition to his/her regular daily run, except in such cases where a driver is currently assigned and performing more than one extra bid-on run. In such cases, these drivers may continue their current assignments. In the future, however, as these currently assigned runs are relinquished, they will be assigned in this manner.

Once any extra bid-on assignment has been posted for three (3) days and no bids are received, that assignment will be re-posted another three (3) days. Any Class "A" driver that holds an extra bid-on assignment may bid if the time frame does not conflict with each other, in such cases, current assignment(s) held must be kept.

After the second posting and no bids are received, it will be offered to the Class "B" drivers and awarded by seniority.

Drivers shall be able to bump on all extra bid runs (late run, CIT, Kindergarten) by seniority if their run is lost through no fault of their own.

Disciplinary Action

Except as hereinafter provided, drivers shall be subject to disciplinary action for just cause in the following order:

Category "A" - Infractions

Category "A" infractions include, without limitation, violations of driver rules, and regulations including not cleaning a bus, failure to secure a bus properly, failure to hang up keys, and picking up keys too early.

Level 1-- Verbal Warning

A written copy of the verbal warning shall be placed in the employee's personnel file with a copy given to the driver as soon as possible after the investigation is completed.

Level 2 –Written Warning

A written warning must contain a description of the infraction committed by the employee. The written warning shall be signed by the employee signifying only that he/she has received a

copy of the warning. The written warning shall be placed in the employee's personnel file and a copy given to the employee as soon as possible after the investigation is completed.

Level 3 - Suspension

A one (1) day suspension without pay shall be defined as the day subsequent to begin within five (5) working days after receiving written notification of the suspension for a category "A" infraction. Any Class "A" or Class "B" runs assigned for that day shall be forfeited. However, any employee suspended for one (1) day without pay shall not forfeit holiday pay as a result of the one (1) day suspension without pay. An employee must receive a copy of the written notification of this one (1) day suspension with the reason(s) clearly noted. A copy of this suspension must be in the employee's personnel file, with a copy given to the employee. Category A disciplinary infractions older than two (2) years shall not be used for the purposes of progressive discipline.

Level 4 - Extended Suspension Without Pay

A suspension without pay for four (4) days shall be imposed for any driver who commits a fourth Category "A" infraction in any year. Such suspension shall begin within five (5) working days after the employee receives written notification of the suspension, and the employee shall be removed from the regular driver roster and be placed on the "C" list. The employee must receive a copy of the written notification of the extended period of suspension with the reasons clearly noted. A copy of the suspension must be placed in the employee's personnel file with a copy given to the employee.

Drivers placed on the Class "C" list will be required to serve a fifteen (15) work day probation before a written request can be submitted, converting back to a Class "B" driver, at which time seniority shall begin.

Category "A" levels of discipline shall not be counted cumulatively from school year to school year. Rather, all drivers shall start at Level 1 for Category "A" discipline each year.

Category "B" Fuel Spills

The following Category "B" infractions shall be subject to progressive discipline as follows:

Fuel Spills:

Level 1 - First Offense:	One (1) day suspension without pay
Level 2 - Second Offense:	Three (3) day suspension without pay
Level 4-3- Third Offense:	Termination

Category "B" infractions shall not be cumulative from year to year within each type of infraction. However, if an employee who has received a Category "B" discipline does not commit another Category "B" infraction of the same type for a period of one (1) year after committing such category "B" infraction, the driver's level of infraction shall be graded at the next lower level.

All Category "B" discipline shall sunset after one (1) year of the infraction. The Union shall notify the Director of Human Resources regarding the removal of Category "B" infractions from employees' personnel files.

Category "C" Serious Infractions - Immediate Discharge Offenses:

Without regard to progressive discipline, employees shall be subject to immediate discharge for the following reasons:

1. Insubordination, including:
 - A. Refusal to carry out orders from any supervisor;
 - B. Willful disobedience to any supervisor;
 - C. Defiance.
2. Incompetence, including:
 - A. Continual failure to perform in a satisfactory manner;
 - B. Insufficient ability;
 - C. Ineptness;
 - D. Endangering safety of others through carelessness;
 - E. Intoxication or intemperance while on duty;
 - F. Theft;
 - G. Continual neglect of duty including:
 - Failure to observe rules or safety instructions;
 - Willful or continual damage of district property.
3. Violation of the school laws of the Commonwealth
4. Improper Conduct
5. Student Left on Bus - Termination pending investigation by the Administration. Student left on bus shall be defined as the bus has been shut off, parked and left unattended at the conclusion of a driver's route.
6. Off Duty D.U.I. Arrest and Driving Record- If an employee is arrested under the suspicion of driving under the influence while off duty or accumulates four (4) or more points on his/her driving record, he/she shall be required to report such arrest and/or accumulation of points prior to the start of his/her next scheduled shift. The employee may be suspended with pay pending investigation by the Administration. At the conclusion of said investigation, the employee may be suspended without pay as circumstances may dictate, until his/her case is adjudicated. If the employee's Motor Vehicle Operator's License or Commercial Driver's License is suspended as a result of such adjudication, the District may terminate the employee. Such termination shall not be subject to the grievance procedure contained in this agreement. In the event the adjudication does not result in the loss of the employee's Motor Vehicle Operator's License or Commercial Driver's License, he/she shall be reinstated to his/her previous assignment and shall be made whole for all losses.

7. Use of wireless communication devices while operating a bus: Drivers are prohibited from using wireless communication devices while operating a bus. “Use” includes both hands-on and hands-free use. The District may terminate an employee for any such use. Wireless communication device include smartphone, tablet, wireless phone, personal digital assistant, portable or mobile computer, or similar devices that can be used for, among other things, texting, instant messaging, emailing, posting comments on social media, or browsing the internet. This does not include the radio that is affixed to the school bus or the use of GPS while in district installed holder.

An exception may be made where driver is able to present clear and convincing evidence that the wireless communication device was used for an unavoidable emergency that required immediate communication and would not have allowed the driver to pull off to the side of the road. This exception would, however, only apply where the driver uses his or her wireless communication device to make a call and would never apply to instances of text-based use, including, but not limited to texting, emailing, browsing the Internet, or social media postings.

Category “D” - Other Discipline

The following infractions shall be subject to discipline as indicated:

Call Off or No Call/No Show

Failure to adhere to the provisions as outlined in the “Reporting On and Off Duty” section including all assigned runs shall result in the employee being charged with an unexcused/unpaid absence and an additional one (1) day suspension without pay.

Drivers who miss four (4) days or more within thirty days as a result of being suspended shall be removed from the regular driver roster and shall be placed on the Class “C” list. Drivers placed on the Class “C” list will be required to serve a fifteen (15) day probation before a written letter can be submitted, converting back to a Class “B” driver at which time seniority will begin. Employees suspended and placed on the “C” list shall retain accumulated paid time off but shall not be permitted to utilize such time during the fifteen (15) day probationary period.

Seniority

Bargaining Unit Seniority

District seniority shall be defined as a driver’s continuous length of service as a Class “A” or Class “B” driver commencing with the initial date the employee becomes a regular driver after being assigned to a regular bid-on run.

Seniority shall not be lost or will not accrue while on approved unpaid leaves of absence or on furlough.

During any leave of absence without pay, service time shall not accrue.

A seniority list shall be furnished to the Union by the District by September 15 of each school year and will be posted on the bulletin board for no less than ten (10) days. All changes in personnel, including new hires, terminations, recalls, etc. will be reported by the District to the Union.

Classification Seniority

Classification seniority shall be defined as a driver's continuous length of service as a driver within Class "A" or Class "B". Classification seniority shall be applicable for determining the award of bid-on runs, extra bid-on runs, and other runs. Classification seniority shall not be transferable from one driver classification to another.

The most senior, available Class "A" driver shall be awarded extra bid-on-runs and other runs. If no Class "A" driver is available, the most senior available Class "B" driver shall be awarded extra bid-on-runs and other runs. If no Class "A" or Class "B" drivers are available, extra bid-on runs and other runs may be assigned to Class "C" drivers. Class "C" drivers shall have no classification seniority.

Reduction in Force and Recall

Should a reduction in the driver force become necessary, drivers will be furloughed in accordance with overall bargaining unit seniority accrued as a regular driver.

In the event that a run is suspended, reduced, or cancelled and it is reactivated in whole or in part within that school year, that run will be assigned to the previous driver and not pursuant to overall seniority. In all other circumstances, overall bargaining unit seniority shall prevail.

Drivers shall be able to bump on all extra bid runs (late run, CIT, Kindergarten) by seniority if their run is lost through no fault of their own.

If a school closing should occur and a senior driver would be affected, the driver with the least seniority would be furloughed and the senior driver would be given the run or runs the least senior driver had, the intent of this being that the senior drivers would be retained and the driver with the least seniority would be furloughed.

If substitute drivers are needed during this reduction in force, furloughed regular drivers shall be called when practical to drive before substitutes are called.

Drivers furloughed shall be recalled in the inverse order of their layoff. If drivers are unable to return due to other commitments within five (5) driving days after being notified to return, the drivers' employment will automatically be terminated.

Notice of recall shall be furnished to the Union as a means of verifying the most accurate listing of regular driver seniority.

Substituting Within the Driver Force

Drivers without extra runs (CIT, Alt. Ed., kindergarten or late run) who wish to substitute on these runs will be put on a roster.

Calls for replacement drivers for these runs shall go out over the radio network. Said calls shall give the specific details about the run(s).

Interested drivers who know the routes and call in shall be selected based upon seniority. The assignments shall be on a rotating basis and shall be charted using the roster.

The kindergarten runs and the CIT runs shall be separated out and shall be given to two different drivers. Such runs are not to be combined.

Once a driver accepts the run, he/she shall continue to operate that run until the regular driver returns to said run. In no case shall this exceed one full week (five school days).

After a driver accepts a run, his/her name should be checked off on the roster. He/she shall not be eligible for another replacement run until all individuals on the roster have been offered an opportunity to drive.

Drivers who are negligent in carrying out their substitute duties shall be subject to the procedures set forth under disciplinary action.

Field Trips

Assignments:

The other provisions of the Agreement notwithstanding the Union shall be responsible for assigning drivers for field trips. Accordingly, the Union agrees for itself and the members of the bargaining unit that field trip assignments shall not be grievable.

Postings, in writing, shall be given to Union representatives on Monday (or the first work day of the week) by 9:00 am. The Union will furnish, in writing, the transportation department with the name of the assigned driver for each posted field trip by noon on Wednesday (or by noon on the third work day of the week).

If an individual fails to report for an assigned field trip, he/she will no longer be permitted assignment for field trips for thirty (30) working days. The transportation department will then reserve the right to fill the field trip vacancy at its discretion without regard to any contractual requirements. Any individual failing to report for their assigned field trip assignment on two (2) occasions within a school year will no longer be permitted assignment for field trips for the remainder of the school year.

Once field trips are assigned and accepted, if any trip is given up after the copies are turned into the office, those field trips will be dispatched per the D Roster. Additionally, any field trips called in after assignments are made, those trips will also be dispatched per the D Roster.

Membership Dues Deductions

The Board agrees to deduct dues from the salaries of members of the local Union in equal installments as mutually *agreed upon* and electronically transmit the monies to the Teamsters Local 773.

The Union agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of action by the Board for the purpose of complying with this Agreement. In the event that there is any final determination that deductions from employees' compensation pursuant hereto are unlawful, illegal, unconstitutional, or otherwise unenforceable, then and in that event, all monies withheld non-consensually from non-members shall be returned to those individuals with interest at the legal rate then in effect, and all payments made by the employer to such individuals shall be reimbursed to the employer by the union.

Maintenance of Membership

The Board agrees that all support personnel employees who are members of the Union at the time of the execution of this Agreement shall be subject to the "Maintenance of Membership" provision of Article III Subsection 18, of the Public Employee Relations Act 195.

Union Activities Prohibited

The union agrees that scheduled employee hours shall be productive hours and that there shall be no transaction of union business, solicitation of membership, or distribution of union literature during working hours. Shop stewards and alternates so designated by the Union may investigate and present grievances and transmit and/or post official messages from the Union or its officers to employees or the employer, provided such activities do not unduly hinder or delay the progress of work.

Kindergarten Orientation

Kindergarten Orientation shall be offered to drivers by seniority.

In Shop/Special Meetings

Any special meetings by the District for issues including but not limited to orientation, inservice/updating of work-related matters, or other similar matters shall be mandatory with advance notification for all drivers.

The District will hold one (1) in-service meetings prior to the start of the school year, of which attendance is mandatory.

The meeting will be scheduled no earlier than the week prior to the first student day of the school year.

Drivers shall be guaranteed a minimum of one-half (1/2) hour and payable at the hourly in-service/meeting rate. Any additional time, over and above a half hour, will be rounded up to the nearest quarter hour.

Drivers not attending these required meetings without a valid excuse and prior administration approval shall be subject to progressive disciplinary action.

Drivers leaving the meeting to fulfill extra bid-on runs will receive prorated compensation for the time in attendance at said meeting.

All in shop/special service meetings shall begin at 9:30 a.m. at which time compensation shall also begin.

ARTICLE XVII - Other Employee Benefits

The parties agree that other employee benefits and rights to be provided under this agreement are accurately reflected in Article XVII below made part of this agreement.

Any changes in other employee benefits to which the parties may agree, conditioned upon a change in the term of agreement as provided in Article II, shall be evidence by a revised Article XVII shall be executed by the parties and attached hereto and made part of this agreement.

Life Insurance

Each Class "A" and Class "B" driver shall receive a copy of said insurance on the first day of work after being assigned to a regular run. Should the insurance carrier change, the driver shall be given a copy of said insurance from the new carrier. Bus drivers who meet the criteria established by the insurance carrier as certified by the Easton Area School District shall be provided with term life insurance in the following amount: \$35,000.00.

Paid Holidays

The paid holidays for Class "A" and Class "B" drivers for the life of this agreement shall be those days listed below and payable at the regular and extra bid-on run rates.

Labor Day

Thanksgiving

Day following Thanksgiving Day

* Monday following Thanksgiving Day

Day before Christmas Day

Christmas Day

Day before New Year's Day

New Year's Day

Martin Luther King Day

Presidents Day Good Friday Easter Monday Memorial Day

*In the event that a non-public school is open on that holiday, the driver will work for straight time and receive an extra paid personal leave day.

In the eventuality that the district decides to revise the school calendar as a result of an emergency situation and to use paid holidays for make-up days, bus drivers shall be given a day's pay in addition to the holiday pay should they be required to work on said holiday(s). The payment shall be made within two (2) pay periods following the holiday itself.

Holiday pay shall be paid if and only if the driver works the full day before and after a holiday, uses a personal day, or provides a doctor's excuse on the last day worked prior to and/or after said holiday. Holiday pay shall include consistent over run time.

Health Insurance

A group medical, prescription and dental plan shall be provided for each active Class "A" and Class "B" driver who drives twenty five (25) or more hours per week including consistent over run time on a consecutive daily basis. Employees may elect coverage for the employee and the employee's eligible dependents. A vision plan will be made available to all employees; however, the cost of such plan shall be borne solely by the employee through payroll deduction.

The District shall provide a PPO plan to all eligible employees. Deductibles for Individual/2-Person/Family-In Network shall be as follows:

2019-2020 through 2022-2023 - \$300/\$600/\$900

The deductibles and plan features for each plan shall be as follows:

**EASTON AREA SCHOOL DISTRICT - Bus Drivers
PROPOSED MEDICAL PLAN COMPARISON - 2016**

Plan Feature	PPO PLAN
Deductible	See Rates Noted Above \$750/\$1500/\$2000
Ind/2-Person/Family-In Network	
Ind/2-Person/Family-Out Network	
Co-Insurance	
In-Network	100%
Out-Network	80%
Maximum Out of Pocket	
Ind/2-Person/Family-In Network	N/A
Ind/2-Person/Family-Out Network	\$2000/\$6000
Referral Requirement	No Referral
Copays	
Primary Care Physician	\$30
Specialist Office Visits	\$30
Urgi-Center Visits	\$35
Preventive Care Services- Adult and Child	
Childhood Immunizations	Covered in Full
GYN Exams - one per benefit period	Covered in Full
Annual Mammograms- one per benefit period	Covered in Full
Diagnostic Procedures	Covered in Full
Diagnostic Lab	
Diagnostic X-Ray	
Diagnostic X-Ray (MRI/CAT Scans/Etc.)	
ER (Co-pay waived if admitted)	
Outpatient Therapy Services	
Physical Medicine, Occupational Therapy	Covered in Full after deductible
Speech Therapy	Covered in Full after deductible
Respiratory Therapy	Covered in Full after deductible
Manipulation Therapy	\$35
Hospital Care - Copays	
Inpatient	
Outpatient Surgery	
Mental Health	
Inpatient	Covered in Full after deductible
Psychiatric partial hospitalization	Covered in Full after deductible
Outpatient Psychiatric services	
Pharmacy-Prescription Drug Benefits	
Deductible	
Retail Copays	
Generic	Covered in Full
Brand - Preferred	Covered in Full
Brand - Non-Preferred	\$30 - 60 visits/benefit period
Mail Order Copays	
Generic	\$100 per contract
Brand - Preferred	
Brand - Non-Preferred	
Specialty Co-Pay(Generic/Brand/Non-Preferred)	
<i>Plan changes are indicated by the highlighted areas. The deductible applies to all services unless a copayment is applied or otherwise noted.</i>	

Any change of carriers, which will provide coverage equivalent to the above, shall be at management's discretion.

The following per pay (21) employee contribution schedule will be observed for the duration of this Agreement:

	2019-2020 through 2022-2023
Single	\$64.00
2 Person	\$76.00
Family	\$82.00

In the event any employee is absent on any unapproved leave, he/she shall be responsible for payment of an additional prorated amount toward the premium, calculated on the time absent and over and above these employee contributions.

In addition, those drivers driving fewer than twenty five (25) hours per week including consistent overrun time per day on a consecutive daily basis will be eligible for Blue Cross, Blue Shield, and Medical at the group COBRA rate. Premium costs shall be at the expense of the driver and shall be remitted to the Easton Area School District via payroll deductions. Said annual premium costs shall be deducted monthly from September through June in sufficient amounts to provide coverage for the months of July and August.

Duplication of coverage will not be allowed. If a spouse is employed by the District in any capacity, not limited to this unit, the coverage will be the higher of the two, or as selected by the employee and spouse, but not both.

Leave of Absence

Paid Personal Leave

Class "A" and Class "B" drivers shall be entitled to one (1) paid personal leave day. Such day shall be unrestricted in its use but will require a five (5) day notice **and shall be approved on a first come, first serve basis to a maximum of three (3) individuals per day.** Compensation for any driver for the paid personal leave day shall be at the established rate for the particular regular bus run involved. Employees electing to take religious holidays, other than those in the approved district calendar, may do so with said days charged to their personal leave time. Use of paid personal leave days cannot be used to cover absences for summer bus runs.

Such leave shall be cumulative from year to year, including those described in the following section, up to a total of five (5) paid personal leave days. All accumulated paid personal leave days in excess of five (5) days shall be converted to sick leave. All unused PTO accrued during the school year at a maximum of three (3) per year, shall be paid at the employee's contractual rate or exchanged for an equal number of sick days at the employee's discretion. Upon retirement, all unused accumulated paid personal leave days shall be converted to sick leave.

All Class "A" and Class "B" drivers shall be eligible to earn up to two (2) additional personal leave days each school year based on his/her perfect attendance during the previous school year as follows:

- 1) Any driver that completes the first ninety (90) scheduled days of the school year without any absence shall be entitled to one (1) additional paid personal leave day.
- 2) Any driver that completes the second ninety (90) scheduled days of the school year without any absence shall be entitled to one (1) paid personal leave day.

For the purpose of this section, absence shall be defined as any excused or unexcused time off, whether paid or unpaid, except for the following:

- a. paid personal leave
- b. paid bereavement leave.

- c. absence as described in Jury Duty/Court Appearances/Other Required District Meetings section below.
- d. any other meetings required by the District including but not limited to Labor/Management Committee and District Safety Committee meetings.

Jury Duty/Court Appearances/Other Required District Meetings

In the event that any Class “A” or Class “B” driver is required to serve jury duty, he/she will not suffer loss of pay for those regularly scheduled runs assigned, provided compensation received from jury duty is remitted to the School District.

Class “A” or Class “B” drivers who are required to appear in court on behalf of the Easton Area School District or any other required meetings/appearances (including but not limited to parent/principal conferences, student discipline problems, etc.) will not suffer loss pay for those regularly scheduled runs assigned.

Whenever a Class “A” or Class “B” driver is notified of jury duty/court appearance/required district meeting, he/she shall notify the Assistant to the Supervisor as soon as possible.

If a Class “A” or Class “B” driver is directed by an immediate supervisor to attend a meeting on behalf of the District and/or is subpoenaed to appear at any meeting on behalf of the District during non-scheduled working hours, that driver shall be compensated at the established meeting rate per hour of required attendance.

Class “A” and Class “B” drivers will not be compensated for attendance at grievance hearings and/or arbitration hearings.

Bereavement Leave

Whenever an employee is absent from work because of death in the immediate family, there shall be no deduction in the wages or benefits of said employee for absence from the day of death, up to and including the first working day after the funeral or memorial service, up to a maximum of three (3) days. The Superintendent may extend the period of absence with pay as necessary upon written request from the employee. If necessary, the Board may further extend the period of absence without pay. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother, stepfather, grandparent, grandchild or permanent resident(s) in the home.

Whenever an employee is absent from work because of the death of a near relative, there shall be no deduction in the wages or benefits of said employee for absence on the day of the funeral or memorial service. The Superintendent may extend the period of absence with pay as necessary upon written request from the employee. The Board may further extend the period of absence without pay. A near relative shall be defined as aunt, uncle, first cousin, niece, nephew, brother-in-law or sister-in-law.

Leave of Absence Without Pay

Leaves of absence without pay for the restoration of health or any other reason deemed beneficial to the District may be granted for the balance of any school year up to one (1) school year, but not in excess of one (1) school year.

During any leave of absence without pay, service time shall not accrue. Class "A" and Class "B" Drivers who exhaust all accumulated sick days must submit a request, in writing, to the Assistant to the Supervisor for a leave of absence without pay. Said request will be forwarded to the Superintendent or his designee along with the Assistant to the Supervisor's written recommendation to grant or deny the request. Any unauthorized leave of absence shall result in termination of the employee, said termination not subject to the grievance procedure. Any leave of absence in excess of five (5) working days will require the School Board's approval.

Employees shall be permitted to take time off for events scheduled in advance or that may occur repeatedly each year. This unpaid time off shall be granted subject to the following terms and conditions:

- a. each employee would be granted one (1) leave occasion per school year.
- b. each occasion would be limited; not to exceed five (5) consecutive school days
- c. no more than two (2) employees would be permitted off in this status per workday. In the event more than two (2) requests for the same day are received, the leave would be granted to the senior most employees.
- d. the request would be made no later than the fifth day of the school year for students, and are further subject to the approval of the District.

Upon an approved leave without pay, the employee shall contribute their payroll contribution towards their health benefits as per the rate established in the collective bargaining agreement.

Sick Leave

Number of Days: Class "A" and Class "B" drivers shall be credited with seven (7) days of paid sick leave at the beginning of each school year. Any employee who leaves employment with the District prior to the end of the school year shall be required to repay the District for any sick time utilized, which the employee had not earned for that school year, on a pro-rated basis.

Sick leave may be accumulated without limitation. Payment for sick time shall include the driver's daily regular rate including consistent over run time plus all bid-on runs for that day.

Use of Sick Days: Compensation for partial or whole days is payable only when Class "A" or Class "B" drivers are absent due to illness and/or injury on regularly scheduled school days. Class "A" and Class "B" Drivers shall be compensated at the established rate for the particular regular bus run involved, provided the office of the Assistant to the Supervisor receives notification of their unavailability due to illness at least one (1) hour prior to the drivers' normally scheduled departure time of the first run on that day.

Any or all accumulated sick leave may be used in any one (1) year provided a doctor's excuse indicating the necessity for the extended leave is submitted to the office of the Superintendent.

Forfeiture of Sick Pay: Those drivers who are gainfully employed elsewhere shall receive sick pay as long as their other job is not the same or similar classification as a driver. Should any driver illness or injury be incurred as a result of other work for which remuneration is received, not related to school responsibilities, sick pay will be voided.

Drivers who fail to notify the Transportation office of their unavailability due to illness at least one (1) hour before the normally scheduled departure time of their run shall have their sick day pay for that run(s) forfeited.

Accumulated Sick Days: Drivers who are placed on the Class "C" list for any reason other than for disciplinary reasons shall have their unused sick days restored should they be reclassified as a Class "A" or Class "B" driver within one (1) year from the date of placement on the substitute list. Drivers reclassified as a Class "A" or Class "B" driver after one (1) year from the date of placement on the substitute list shall forfeit all accumulated sick days.

In any school year a doctor's excuse shall not be required unless two or more consecutive sick days are taken. During any school year where two (2) or more consecutive sick days are claimed and no doctor's statement is provided, the following disciplinary provisions shall apply: first such day: verbal warning, second such day: written warning, third such day: one day suspension without pay applied to the claimed sick day, fourth such day: mandatory reassignment to Class "C" and loss of pay for the claimed sick day.

Job Related Injuries

Class "A" and Class "B" employees who have successfully completed their probationary period and who become physically disabled due to a job-related injury shall be granted a disability leave of absence in lieu of using sick days until such time that the employee is able to return to duty or qualifies for retirement disability and/or social security disability, but at no time to exceed one year from the day of injury, except as provided in (b) below. Said leave shall be subject to the following conditions:

Employees must file Workers Compensation claim forms in a timely fashion.

Employees must qualify for Workers Compensation payments, having been certified as disabled by a school district physician. The employee may remain on Workers Compensation as long as the law allows him/her to do so.

Fringe benefit premiums as per contract will be paid by the District for the employee and dependents for the duration of the leave.

Except as stated above, disability leave will be treated as any other leave of absence with pay in that payment for holidays occurring during disability leave shall not be made.

Seniority and sick days shall accrue during any period of disability leave.

Prior to returning to active service, a school district physician must certify the employee is able to return to full-time duty.

Failure to return to regular duties at the expiration of leave shall be considered as a voluntary resignation by the employee.

All time spent on Workers' Compensation shall be compensable towards the earning of personal days and sick days.

Compensation for Unused Sick Leave

Retirement

Upon the retirement of a Class "A" or Class "B" driver of the Easton Area School District, the District shall make payment for unused sick leave to said employee in accordance with the qualifications and limitations hereinafter set forth:

The employee shall submit written notice of his or her intention to retire to the Superintendent on or before February 15th of the intended final year of service in the Easton Area School District except that this requirement of notice of intention may be waived by the Board for reasons of illness or urgent family circumstance.

Said notice shall contain one (1) of the following statements:

1. That the employee is applying for and is eligible to receive either superannuation or withdrawal from the Pennsylvania School Employees Retirement System. "Withdrawal retirement" as used herein shall be limited to employees choosing early retirement with at least 25 eligibility points, but less than 35 eligibility points, and have not reached superannuation retirement age.
2. That the employee is retiring and (1) has at least 35 eligibility points, or (b) is at least 60 years of age and has at least 30 eligibility points, or (c) is at least 62 years of age and has at least five (5) years of service in the Easton Area School District.

If any of the above provisions are in conflict with Act 96 of 1975, Act 96 shall prevail.

The payment herein referred to shall be equivalent to twenty-five percent (25%) of unused sick leave accumulated in the Easton Area School District at the then current salary of the employee. Payment shall be made in a lump sum as soon as practical and within ninety (90) days from the date of retirement, unless the retiree elects to extend the time parameters except that in the case of an employee who fails to give the timely written notice set forth above, payment shall be made within six (6) months from the date of retirement, and said payment shall be subject to any deductions imposed by any governmental body.

Death

Upon the death of a Class "A" or Class "B" driver of the Easton Area School District, the District shall make payment for unused sick leave in accordance with the qualifications and limitations hereinafter set forth:

The beneficiary to whom payment shall be made will be the beneficiary specified by the employee. In the event that there is no such designated beneficiary who has survived the employee, said payment shall be made to the employee's surviving spouse, if any, or to the employee's estate.

The payment herein referred to shall be equivalent to twenty-five percent (25%) of unused sick leave accumulated in the Easton Area School District at the then current salary of the employee.

Payment shall be made in a lump sum as soon as practical and within ninety (90) days from the date of death unless the decedent's estate elects to extend the time parameters, and said payment shall be subject to any deductions imposed by any governmental body.

Release Time

The Employer agrees to grant a total of twenty (20) cumulative days unpaid time per school year, to the Union to attend a labor convention or serve in any capacity on other official Union Business, provided five (5) work day written notice is given to the Employer by the Union office, specifying the name of the employee and the length of time off. No more than three employees may take this unpaid leave at any one time, unless specifically agreed by the Employer in advance of the days off.

A Union member elected or appointed to serve as a Union Official shall be granted a leave of absence during the period of employment in such position without discrimination and without pay. Such Union member shall retain full overall bargaining unit seniority, with their run(s) if returning within twelve (12) months or less but shall retain just overall bargaining unit seniority if the leave of absence extends beyond twelve (12) months. Only two employees shall be eligible for leave under this paragraph at any one time and in any school year.

Voluntary Income Restriction

Any employee between the age of 62 and his/her normal Social Security retirement age who collects Social Security and wishes to restrict his/her income shall be granted unpaid leave time but must adhere to the following:

1. Must work only his/her regularly scheduled a.m. and p.m. assignments.
2. May not bid on any other additional bid-on runs or assignments.
3. May not accept any field trip assignments.
4. Must forfeit all paid holidays.
5. If additional unpaid leave of absence time off is necessary after meeting all of the above requirements, then the employee shall submit a request for day(s) without pay form to their immediate supervisor.

Bulletin Board

Appropriate bulletin board space not to exceed twenty (20) square feet will be provided for the posting of official notices and communications of the Union.

ARTICLE XVIII Grievance Procedure

The parties agree that grievances which arise out of the interpretation of this agreement shall be the only grievances subject to the grievance procedure and shall be resolved in accordance with the grievance procedure as set forth in this article.

Definitions

“Grievance” shall mean a complaint by an employee or the business agent that there has been an alleged violation of this agreement.

A grievance to be considered under this procedure must be initiated by the employee(s) involved within ten (10) days of becoming aware of the alleged violation.

The term “days” when used in this procedure, unless otherwise stated, refers to the days the central administration office of the Easton Area School District is normally functioning.

Confidentiality

The grievance proceedings will be kept as confidential as possible at all levels of the procedure.

In order to process grievances as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement of the aggrieved and party or parties at the level of the grievance.

Failure at any step of this procedure to communicate the decision on an alleged grievance within the specified time limits shall permit the alleged aggrieved to proceed to the next step of the procedure.

Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be considered as acceptance of the decision rendered at that step.

It is understood that the alleged aggrieved shall, during and notwithstanding the pending of any alleged grievance, continue to observe all assignments and applicable rules and regulations until such grievance has been finally determined, unless the employee has been suspended or dismissed.

Any alleged aggrieved complaint may be represented at all steps of the grievance procedure by the employee, or, at the employee’s option, by or with a representation approved by the bargaining agent. The alleged aggrieved may ask for the bargaining agent’s assistance at any level of the procedure.

Levels

Level One - Any employee who has an alleged grievance shall discuss it first with the immediate supervisor in an attempt to resolve the matter at that level.

Level Two - If, as a result of the discussion, the alleged grievance is not resolved to the satisfaction of the employee within five (5) school days, the alleged grievance shall be set forth in writing to the immediate supervisor, with a copy to the business agent specifying:

- a. the nature of the alleged grievance
- b. the section or sections of the contract allegedly violated
- c. the results of previous discussions
- d. dissatisfaction with decision previously rendered

The decision of the immediate supervisor, supported by facts, shall be communicated to the employee and the business agent, in writing, within six (6) school days after receipt of the written alleged grievance.

Level Three - The employee or the business agent, no later than six days after receipt of the decision of the immediate supervisor may appeal said decision to the Director of Human Resources or a designee of the Easton Area School District, with a copy to the bargaining agent, stating dissatisfaction with decisions previously rendered. The Director of Human Resources or a designee shall communicate the decision, supported by facts, in writing, to the employee, to the immediate supervisor and to the bargaining agent within six (6) days after receipt of the grievance appeal. The Union may request a meet-and-discuss conference at this level with the Director of Human Resources, which shall be granted or denied within the same time limits.

Level Four - If the alleged grievance is not resolved to the satisfaction of the employee or the business agent, the aggrieved or business agent may, not later than six (6) days after receipt of the decision of the Director of Human Resources, or a designee, request a review by the Easton Area School Board. The request shall be submitted, in writing, through the Director of Human Resources, or a designee, who shall attach all related papers and forward the request to the Easton Area School Board.

The Easton Area School Board or a committee thereof shall review the alleged grievance. The Easton Area School Board shall hold a hearing with the employee or business agent and render a decision in writing to the employee and the bargaining agent within thirty (30) calendar days of receipt of the grievance by the Director of Human Resources.

Level Five - Arbitration will follow the procedure as outlined in Act 195, Article IX, Section 903.

Level Six - Both parties "may" agree to grievance mediation prior to arbitration.

Miscellaneous

All documents, communications and records dealing with the procession of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants until a final determination is made.

The Director of Human Resources or a designee together with a representative of the union shall prepare any necessary forms for the implementation of this grievance procedure.

All meetings and hearings under this procedure shall be conducted privately.

All communications and notices referred to in this procedure must be in writing or email.

ARTICLE XIX - Waivers

The parties agree that all negotiable items have been discussed leading to this agreement and that no additional negotiations on this agreement will be conducted on any item, except as provided elsewhere, during the life of this contract.

ARTICLE XX - Prerogatives of the School District

It is understood by the parties that under the laws of the Commonwealth of Pennsylvania the school district is forbidden to and by this agreement does not waive any rights or powers granted it by such laws. Management of the Easton Area School District is vested solely with the school district. The school district reserves to itself sole jurisdiction and authority over matters of policy and management. Those matters of written policy as now recorded, or as amended and recorded during the life of this agreement by the Board, are expressly acknowledged and accepted by the bargaining agent on behalf of its members as the policy of the Easton area School District to which all employees are bound.

ARTICLE XXI - Separability

In the event any provisions of this agreement shall be determined by a competent court of record to be in conflict with state statutes, only that provision shall be stricken and all other provisions of this agreement will continue in effect.

ARTICLE XXII - Collective Bargaining Law

The parties hereto agree that the items listed heretofore shall not establish the scope of negotiable items, or the base from which any future contract is negotiated, but that future contracts shall be negotiated with the spirit and interest of Act 195 and Act 88 of 1992, aforesaid.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ARTICLE XXIII - Effective Date and Signature

This agreement is made and entered this _____ day of _____, 2019 first written to be effective as set forth herein.

EASTON AREA SCHOOL DISTRICT

George Chando, President
Board of Education

Attest:

Naomi Ramirez, Secretary
Board of Education

TEAMSTER LOCAL 773

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